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7

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 WAY.COM, INC., a Delaware corporation,

11 Plaintiff,

12 v.

13 MOHINDER SINGH, an individual and
14 ONESTOPPARKING.COM, LLC, a Kentucky
limited liability company,

15 Defendant.
16

CASE NO. 3:18-cv-4819

COMPLAINT

DEMAND FOR JURY TRIAL

17 Plaintiff Way.com, Inc. (“**Way**”) files this Complaint for: (1) misappropriation of trade
18 secrets under the Defend Trade Secrets Act (“**DTSA**”), 18 U.S.C. § 1836, (2) aiding and abetting
19 of misappropriation of trade secrets under the DTSA, 18 U.S.C. § 1836, (3) misappropriation of
20 trade secrets under California Civil Code § 3426, *et seq.*, (4) aiding and abetting of misappropriation
21 of trade secrets under California Civil Code § 3426, *et seq.*, (5) the Computer Fraud and Abuse Act
22 (“**CFAA**”), 18 U.S.C. § 1030, and (6) breach of contract. Counts I, III, V, and VI are against
23 Defendant Mohinder Singh (“**Singh**”). Counts I-IV are against Defendant OneStopParking.com,
24 LLC (“**OneStopParking**”). Singh and OneStopParking may collectively be referred to as
25 “Defendants.”

26 **PARTIES**

27 1. Way is a corporation organized under the laws of the State of Delaware with its
28 headquarters and principal place of business at 47627 Lakeview Boulevard, Fremont, California,

1 94538.

2 2. Upon information and belief, Singh is a resident of Tracy, California.

3 3. Upon information and belief, OneStopParking is a limited liability company
4 organized under the laws of the State of Kentucky with its headquarters and principal place of
5 business at 7821 Commerce Drive, Suite 411, Florence, Kentucky, 41042. Upon information and
6 belief, OneStopParking offers parking services within this District.¹

7 JURISDICTION AND VENUE

8 4. This action arises under the Defend Trade Secrets Act, 18 U.S.C. § 1836, and the
9 Computer Fraud and Abuse Act, 18 U.S.C. § 1030. Under 35 U.S.C. § 1331, this Court has original
10 jurisdiction over this controversy for misappropriation of trade secrets claims pursuant to 18 U.S.C.
11 § 1836(c) and for unlawful computer access claims pursuant to 18 U.S.C. § 1030(g). This Court has
12 supplemental jurisdiction over the controversy for all other claims asserted herein pursuant to 28
13 U.S.C. § 1367.

14 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial
15 part of Defendants' tortious conduct giving rise to the claims occurred in this District.

16 6. This Court has personal jurisdiction over Defendants. Upon information and belief,
17 Defendants conduct business within this Judicial District and committed the acts herein alleged
18 within this District. In addition, the Court has personal jurisdiction over Defendants because it has
19 established minimum contacts with the forum and the exercise of jurisdiction would not offend
20 traditional notions of fair play and substantial justice.

21 INTRADISTRICT ASSIGNMENT

22 7. Pursuant to Local Rule 3-2(c) and 3-2(d), assignment of this action to the San
23 Francisco Division or Oakland Division is proper because a substantial part of the events giving rise
24 to the claims alleged occurred in the County of Alameda.

25 BACKGROUND

26 8. Founded in 2013, Way is an online marketplace for which consumers can purchase
27

28 ¹ See, e.g., <https://onestopparking.com/San-Francisco-airport-parking-SFO>.

1 movie and event tickets, place restaurant orders for delivery, and reserve parking services.

2 9. Way provides a web platform for consumers to research parking facilities near airports
3 and other venues. Way partners with businesses like hotels to procure parking space inventory that
4 Way then features on its website, where a consumer can compare various parking facilities based on
5 available date ranges, prices, proximity, and amenities. Upon selecting a parking facility, a consumer
6 can purchase a reservation using Way's ecommerce system. Upon arrival at the parking facility, the
7 consumer presents the receipt provided by Way as proof of the prepaid reservation.

8 10. Way hired Singh as an account manager in December 2016. During his employment,
9 Singh confirmed receipt of the employee handbook. A true and correct copy of the employee
10 handbook and the corresponding receipt is attached as **Exhibit A**.

11 11. Likewise, during his employment, Singh executed the company's standard Proprietary
12 Information and Inventions Agreement ("PIIA"). A true and correct copy of the executed PIIA is
13 attached as **Exhibit B**.

14 12. In his role as an account manager, Singh worked closely with Way's parking partners
15 to continuously increase engagement with them and increase revenue for both Way and the partners.
16 Singh worked at Way's Fremont, California, office and he often traveled to partner sites across the
17 United States and Canada to form stronger relationships with partners.

18 13. On Friday, July 27, 2018, Singh sent an email to Way's management team, the human
19 resources department, and some colleagues announcing that he was resigning effective immediately:

20 WAY management-

21 This email is to notify you that I am resigning from WAY.com

22 I know this is a very short notice and I apologize for it.

23 Please send my last check along with my July commission (leases) to
24 the address you have on file. I have the company's laptop, I can mail
it or drop it off sometime.

25 My leases have been split amongst the BD team. They have been
26 notified of which lease they will handle.

27 Thank you

28 Thus, Singh did not provide a reason for his resignation and did not inform the recipients of his future
career plans. A true and correct copy of Singh's resignation is attached hereto as **Exhibit C**.

1 14. Singh had last been physically present at Way's Fremont office on July 25, 2018, but
2 was out of the office on July 26, 2018 even though he was not traveling for business purposes on
3 behalf of Way. (Singh was not a telecommuting employee and was expected to consistently work at
4 Way's Fremont office when not traveling for business purposes.) Prior to his July 27, 2018
5 resignation email, Singh had not informed Way's management team of his intent to leave the
6 company.

7 15. On July 28, 2018, Way's chief operating officer, Sharada Bose, was informed by one
8 of Way's parking facility partners that Singh had asked it to partner up with Singh's new company,
9 OneStopParking.

10 16. Only July 30, 2018, Way's outside legal counsel, David Farrington, sent Singh a letter
11 notifying him that Way was aware that Singh had been soliciting business from Way's partners on
12 behalf of OneStopParking. The letter reminded Singh of his legal obligations set forth in the executed
13 PIIA: "Under the PIIA, all information you learned relating to Way's business, including information
14 relating to Way's business partners, including their identity, their relationship with Way, and contact
15 information for those business partners is proprietary information of Way and cannot be disclosed or
16 used by you at any time during or following your employment with Way. In addition, any
17 information regarding Way's agreements, business practices, financial arrangements, and other
18 aspects of Way's business cannot be disclosed or used by you." The letter demanded that Singh
19 cease using Way's proprietary information and asked Singh to confirm within five days that he
20 received the letter and would agree to abide the terms of the PIIA. A true and correct copy of the
21 letter is attached as **Exhibit D**.

22 17. As of the filing of this Complaint, Way has not received a response from Singh
23 regarding the requests set forth in Mr. Farrington's letter.

24 18. On July 30, 2018, Way sent Singh his final paycheck along with a request that he
25 return the company's laptop by August 5, 2018. A package containing the laptop was received at
26 Way's Fremont office on August 7, 2018. An initial inspection of the laptop indicated that Singh
27 attempted to delete files, including Way's sensitive company files, from the laptop's hard drive prior
28 to shipping it back to Way. The label on the package containing the laptop indicated that Singh sent

1 the package on August 5, 2018—*nine* days after Singh sent Way his resignation email. A true and
2 correct copy of the letter enclosing Singh’s final paycheck and request for return of his Way’s laptop
3 is attached as **Exhibit E**.

4 19. On July 31, 2018, Way received an email that was sent to Singh’s Way corporate
5 account from one of Way’s parking facility partners, One Easy Park, Inc. Attached to the email was
6 a contract between One Easy Park, Inc., and OneStopParking (hereinafter, “**The OneStopParking**
7 **Contract**”). The OneStopParking Contract’s signature block indicated that Singh was the
8 representative for OneStopParking and the contract was signed by a representative of One Easy Park,
9 Inc. on Monday, July 30, 2018—*two* days (constituting a Saturday and Sunday) after Singh sent Way
10 his resignation email. This inexplicably short timeframe indicates that Singh was working on the
11 contract between One Easy Park, Inc. and OneStopParking while Singh was still employed by Way.
12 Thus, Singh breached the PIIA even while he was still an employee of Way. A true and correct copy
13 of The OneStopParking Contract is attached as **Exhibit F**.

14 20. Notably, The OneStopParking Contract contains the term “reservation days,” which
15 is terminology developed by Way’s founder and is used in Way’s model contracts.

16 21. Way’s file server log indicates that Singh accessed an Excel spreadsheet named
17 “Lease accounts – Parking ID (Swati Thakur).xlsx” (hereinafter, “**The Spreadsheet**”) on Thursday,
18 July 26, 2018—the day Singh was not present at Way’s Fremont office and the day before Singh sent
19 his resignation email. The Spreadsheet contains highly confidential information about the top
20 revenue generating accounts for Way and details the contractual agreements that Way has with these
21 partners. The Spreadsheet does not contain any information indicating that particular partner
22 accounts were assigned to Singh; therefore, Singh had no legitimate purpose within the scope of his
23 employment with Way to access The Spreadsheet on the eve of his resignation. Rather, The
24 Spreadsheet details Way’s critical business relationships and pricing model—information that assists
25 efforts by Singh and OneStopParking to recruit new partners and to develop business strategies.
26 Notably, One Easy Park, Inc., is one of the Way partners included on The Spreadsheet.

27 22. Evidence indicates that Singh has improperly accessed and used confidential
28 contractual agreements, detailed clientele data, pricing models, and other valuable company

1 proprietary information—all which Way considers trade secrets (hereinafter, “**Proprietary**
 2 **Information**”). Upon information and belief, OneStopParking has improperly obtained Way’s
 3 Proprietary Information. The contents of Way’s Proprietary Information are the result of significant
 4 amount of time, effort, and resources spent on the part of Way’s founders and team to prepare
 5 business models and to identify and cultivate clientele. Way has spent millions of dollars to refine
 6 and perfect its business model.

7 **COUNT I**

8 **Misappropriation of Trade Secrets pursuant to 18 U.S.C. § 1836(b)** 9 **(Against Singh and OneStopParking)**

10 23. Way repeats, realleges, and incorporates by reference, as if fully set forth herein, the
 11 allegations of the preceding paragraphs, as set forth above.

12 24. Way’s Proprietary Information includes trade secrets and confidential information
 13 that derive independent economic value from not being known to the public or other persons who
 14 could obtain economic value from their disclosure or use.

15 25. Way’s Proprietary Information is subject to efforts that are reasonable under the
 16 circumstances to maintain their secrecy.

17 26. Way is informed and believes that Singh misappropriated such Way confidential and
 18 trade secret Proprietary Information by, *inter alia*, disclosing to OneStopParking or other ventures
 19 related to parking services and/or using such information in connection with OneStopParking or other
 20 ventures related to parking services despite Singh’s duty to limit the use of such confidential and
 21 trade secret Proprietary Information only for the benefit of Way.

22 27. Way is informed and believes that OneStopParking misappropriated Way’s
 23 confidential and trade secret Proprietary Information by having Singh disclose and/or use such
 24 information for OneStopParking’s benefit, while being aware of Singh’s duties and obligations to
 25 Way to limit the disclosure and use of such information only for the benefit of Way and that such
 26 disclosure was in violation of Singh’s agreement with Way.

27 28. Defendants’ misappropriation has caused and continues to cause Way damages and
 28 irreparable injury.

29. Defendants’ misappropriation is willful and malicious and thereby entitles Way to an

award of exemplary damages.

30. Defendants' misappropriation of Way's confidential and trade secret Proprietary Information has caused and will continue to cause Way irreparable and substantial injury and therefore cannot be fully redressed through damages alone. An injunction prohibiting Defendants from further use or disclosure of Way's confidential and trade secret Proprietary Information is necessary to provide Way with complete relief.

COUNT II
Aiding and Abetting Misappropriation of Trade Secrets pursuant to 18 U.S.C. § 1836(b)
(Against OneStopParking)

31. Way repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

32. Way's Proprietary Information includes trade secrets and confidential information that derive independent economic value from not being known to the public or other persons who could obtain economic value from their disclosure or use.

33. Way's Proprietary Information is subject to efforts that are reasonable under the circumstances to maintain their secrecy.

34. Way is informed and believes that OneStopParking aided and abetted Singh in the misappropriation of such Way confidential and trade secret Proprietary Information by aiding and abetting Singh's disclosure and/or use of such information, for *inter alia*, ventures related to parking services, including OneStopParking, in violation of Singh's agreement with Way and did so without Way's consent.

35. OneStopParking's aiding and abetting of Singh's misappropriation has caused and continues to cause Way damages and irreparable injury.

36. OneStopParking's aiding and abetting of Singh's misappropriation is willful and malicious and thereby entitling Way to an award of exemplary damages.

37. OneStopParking's aiding and abetting of Singh's misappropriation of Way's confidential and trade secret Proprietary Information has caused and will continue to cause Way irreparable and substantial injury and therefore cannot be fully redressed through damages alone. An injunction prohibiting OneStopParking from further aiding and abetting Singh's use or disclosure of

Way's confidential and trade secret Proprietary Information is necessary to provide Way with complete relief.

COUNT III
Misappropriation of Trade Secrets pursuant to California Civil Code § 3426, *et seq.*
(Against Singh and OneStopParking)

38. Way repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

39. Way's Proprietary Information includes trade secrets and confidential information that derive independent economic value from not being known to the public or other persons who could obtain economic value from their disclosure or use.

40. Way's Proprietary Information is subject to efforts that are reasonable under the circumstances to maintain their secrecy.

41. Singh misappropriated Way's confidential and trade secret Proprietary Information by disclosing and/or using such information for the advancement and benefit of ventures related to parking services, including OneStopParking, in violation of their respective agreements with Way and did so without Way's consent despite having a duty to limit the use of Way's Proprietary Information only for Way's benefit.

42. OneStopParking misappropriated Way's confidential and trade secret Proprietary Information by having Singh disclose and/or use such information for the advancement and benefit of OneStopParking, despite being aware of Singh's duties and obligations to Way to limit the disclosure and use of such information only for the benefit of Way and that such disclosure was in violation of Singh's agreement with Way.

43. Defendants' misappropriation has caused and continues to cause Way damages and irreparable injury.

44. Defendants' misappropriation is willful and malicious and thereby entitles Way to an award of exemplary damages.

45. Defendants' misappropriation of Way's confidential and trade secret Proprietary Information has caused and will continue to cause Way irreparable and substantial injury and therefore cannot be fully redressed through damages alone. An injunction prohibiting Defendants

1 from further use or disclosure of Way's confidential and trade secret Proprietary Information is
2 necessary to provide Way with complete relief.

3
4 **COUNT IV**
5 **Aiding and Abetting Misappropriation of Trade Secrets**
6 **pursuant to California Civil Code § 3426, *et seq.***
7 **(Against OneStopParking)**

8 46. Way repeats, realleges, and incorporates by reference, as if fully set forth herein, the
9 allegations of the preceding paragraphs, as set forth above.

10 47. Way's Proprietary Information includes trade secrets and confidential information
11 that derive independent economic value from not being known to the public or other persons who
12 could obtain economic value from their disclosure or use.

13 48. Way's Proprietary Information is subject to efforts that are reasonable under the
14 circumstances to maintain their secrecy.

15 49. Way is informed and believes that OneStopParking aided and abetted Singh in the
16 misappropriation of Way's confidential and trade secret Proprietary Information by aiding and
17 abetting Singh's disclosure to their ventures related to parking services, including OneStopParking,
18 and the use of Way's confidential and trade secret Proprietary Information, in violation of their
19 confidentiality agreement with Way and did so without Way's consent.

20 50. OneStopParking's aiding and abetting of Singh's misappropriation has caused and
21 continues to cause Way damages and irreparable injury.

22 51. OneStopParking's aiding and abetting of Singh's misappropriation is willful and
23 malicious and thereby entitles Way to an award of exemplary damages.

24 52. OneStopParking's aiding and abetting of Singh's misappropriation of Way's
25 confidential and trade secret Proprietary Information has caused and will continue to cause Way
26 irreparable and substantial injury and therefore cannot be fully redressed through damages alone. An
27 injunction prohibiting OneStopParking from further aiding and abetting Singh's use or disclosure of
28 Way's confidential and trade secret Proprietary Information is necessary to provide Way with
complete relief.

COUNT V
Violation of the Computer Fraud and Abuse Act pursuant to 18 U.S.C. § 1030
(Against Singh)

53. Way repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

54. Way's company network, file servers, laptops, and other computers (hereinafter, "Way's IT Resources") are password protected and access requires Way's authorization.

55. Way's IT Resources are used in and affect interstate commerce or communications.

56. Prior to Singh's resignation, Singh knowingly and with the intent to defraud exceeded his authorized access to Way's IT Resources.

57. Upon termination of his employment, Way expressly prohibited Singh from accessing Way's IT Resources. Singh knew he was not authorized to access Way's IT Resources after termination of his employment.

58. By means of his improper and unauthorized access, Singh obtained Way's Proprietary Information.

59. Singh's improper and unauthorized access damaged Way, including but not limited to impacting the integrity of Way's Proprietary Information.

60. In response to Singh's improper and unauthorized access, Way conducted an investigation to determine the circumstances of the improper and unauthorized access, the damage such access caused, and how to respond to halt the unauthorized access and mitigate the damage. This investigation and remediation utilized significant company resources, including the time and attention of senior executives and employees, resulting in losses in excess of \$5,000.

61. As a direct and proximate result of Singh's improper and unauthorized access, Way has been damaged, and is likely to continue to be damaged, and Singh has been unjustly enriched. Way is entitled to compensatory damages and disgorgement of any and all profits Singh made as a result of his wrongful conduct, in amounts to be proven at trial, an injunction prohibiting Singh from accessing Way's IT Resources without Way's explicit authorization, and other equitable relief.

62. Singh's actions have caused and will continue to cause Way irreparable harm if not preliminarily and permanently enjoined.

63. Way has no adequate remedy at law.

COUNT VI
Breach of Written Contract
(Against Singh)

64. Way repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

65. Singh's PIIA is a valid and enforceable contract with Way.

66. Way has duly performed all conditions, covenants, and promises required on its part to be performed pursuant to the PIIA.

67. Singh has breached his contractual obligations to Way under the PIIA by, *inter alia*, failing to adhere to the express confidentiality provisions contained within the PIIA.

68. Singh has breached his contractual obligations to Way under the PIIA by, *inter alia*, failing to adhere to the provision that he will not use Way's Proprietary Information other than for the benefit of Way.

69. Singh has also breached his contractual obligations to Way under the PIIA by, *inter alia*, failing to adhere to the express provision concerning non-compete and non-diversion of Way's business.

70. As a direct and proximate result of Singh's breaches of contract, Way has incurred and continues to incur damages and irreparable injury, including without limitation, the loss of sales and profits it would have earned but for Singh's actions, and damage to Way's reputation among potential and existing customers, business partners, investors, and in the industry in general.

71. As specified in the PIIA, and agreed to and acknowledged by the parties, disputes relating to or arising out of a breach of the PIIA may cause Way to suffer irreparable harm and to have no adequate remedy or law. Furthermore, as specified in the PIIA and agreed to and acknowledged by the parties, in the event of any breach or threat of breach of the PIIA, the other party will be entitled to injunctive relief in addition to any other remedies without any requirement to post bond.

PRAYER FOR RELIEF

WHEREFORE, Way prays for judgment and relief as follows:

1 1. For the entry of a judgment compelling Singh to specifically perform his obligations
2 under the PIIA, including the return of, and/or confirmation in writing of the destruction of, Way's
3 Proprietary Information;

4 2. For entry of judgment in Way's favor that:

5 (a) Defendants have wrongfully misappropriated or used Way's Proprietary
6 Information;

7 (b) OneStopParking wrongfully aided and abetted in misappropriating Way's
8 Proprietary Information;

9 (c) Singh violated the CFAA by unlawfully accessing Way's IT Resources; and,

10 (d) Singh breached his PIIA contract.

11 3. For entry of a preliminary injunction and permanent injunction for the following
12 relief, or such other relief as the court may order:

13 (a) ordering Singh and OneStopParking to refrain from accessing or using
14 Way's Proprietary Information or Way's IT Resources, for any purpose;

15 (b) ordering Singh to comply with all terms of the PIIA, including destruction or
16 return of Way's Proprietary Information;

17 (c) ordering OneStopParking to refrain from using any data obtained from
18 Singh; and,

19 (d) ordering Singh to identify all circumstances in which Singh has provided
20 Way's Proprietary Information to third parties, and to ensure the return or
21 destruction of all such technology and information;

22 4. Compensatory damages.

23 5. Disgorgement of profits.

24 6. Constructive trust.

25 7. Punitive and/or exemplary damages.

26 8. Attorneys' fees and costs.

27 9. Pre-judgment and post-judgment interest.

28 10. Such further and other relief as the Court may deem proper and just.

DEMAND FOR JURY TRIAL

Way demands trial by jury on all claims and issues so triable.

Dated: August 9, 2018

By /s/ Ian N. Feinberg

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